EXEMPT CHILD CARE PROVIDER INFORMATION

Thank you for your interest in becoming a legally exempt child care provider for the Larimer County Child Care Assistance Program (CCAP). Due to a change in law, we must conduct a fingerprint-based criminal check as well as an internal background check on all members of your household that are eighteen years of age and older. As a potential legally exempt child care provider for (LCDHS) there are fees that you will be responsible to pay (Please see Additional Information section below regarding fees and instructions). It is estimated that this process will take a minimum of two to six months or longer depending on how long you have lived in the State of Colorado. Even after the entire process has been completed it is not a guarantee that you will be approved as a legally exempt child care provider.

To begin this new process, the following must be completed and received by the Larimer County Department of Human Services before care begins.

Payment to a provider cannot be considered until we receive everything listed below *(filled out completely and/or signed.)*

Please use the check boxes to assist you in preparing your mailing to us.

- ❑ Child Care Services Exempt Provider Fiscal Agreement
- ❑ Child Care Rate Information for Exempt Providers
- ❑ Payment Choice Letter
- ❑ W-9 *(We only need page 1 back)*
- ❑ Exempt Family Child Care Home Provider Information
- ❑ Authorization to Supply Information
- ❑ Affidavit of Citizenship (*To be completed by the applicant and spouse/significant other*.)
- ❑ Self Assurance Form (*This form requires the client [parent of child] signature also.)*
- ❑ Copy of Driver's License or government issued ID with current legal name and address. *(This is required for the applicant and the applicant's spouse/significant other.*) Please enlarge to 130% when making your copy. See attached for other acceptable forms of ID.
- ❑ Copy of Social Security card with current legal name. *(This is required for the applicant and the applicant's spouse/significant other.*) Please enlarge to 130% when making your copy.
- ❑ Point of Service (POS) Device Provider Agreement

Return the paperwork to:

Child Care Accounting
Larimer County Department of Human Services
2601 Midpoint Drive, Suite 112
Fort Collins, CO 80525

Please contact child care accounting at 498-7623 with any question you may have.

LARIMER COUNTY
COMMITTED TO EXCELLENCE

DEPARTMENT OF HUMAN SERVICES

Child Care Assistance Program
(970) 498-6300 Fax (970) 498-7987

MORE INFORMATION ON BACK

*Please note: If you are approved as a legally exempt child care provider for Larimer County CCAP the child care authorization begin date is not the date that the client applied for benefits. It is the date that all forms are received and considered "complete" by the Colorado Department of Human Services. This is not a guarantee and is dependant upon the final outcome of the background check.

ADDITIONAL INFORMATION

After the requested paperwork is received (listed on the front), we will conduct an internal background check. If you pass our internal check, you will be mailed additional information. This will include instructions for completing the mandatory fingerprinting for every household member over the age of 18. The table below indicates fees charged by the Colorado Bureau of Investigation. You will be responsible for payment of these fees if/when you submit your fingerprint cards to the Colorado Department of Human Services. **DO NOT SEND FEES TO LARIMER COUNTY**

	Cost	**Number Needed**	**Total Cost**
Administration fee for the provider packet	$10.00	1	$10.00
Fee for each set of fingerprints submitted to the Colorado Bureau of Investigation.	$17.50		
Fee for each set of fingerprints submitted to the Colorado Bureau of Investigation and the Federal Bureau of Investigation. (If Colorado has been your state of residence for less than two (2) consecutive years.)	$39.50		

In addition, a $20.00 fee will be charged at the time of service by the Larimer County's Sheriffs Department for each set of fingerprints needed.

LARIMER COUNTY
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Child Care Assistance Program
(970) 498-6300 Fax (970) 498-7987

Exempt Family Child Care Home Provider Fiscal Agreement

License/Certificate No: _____ Tax ID No. _____

This Agreement is entered into and between the **Larimer County Department of Human Services** herein referred to as **"Department"** and _____ herein referred to as **"provider"** who will provide child care at the following address: _____

_____ This agreement shall be in effect from _____ to _____

Exempt Provider Agrees to the following:

1. To submit to a fingerprint based criminal background check along with a review of the state administered database for child abuse and neglect and provide the names and fingerprints of all adults age 18 and over who reside in the home for the same purpose. The County is not responsible for payment of any child care that the provider has provided while the fiscal agreement is under screening and background check.
2. To provide verification of Lawful Presence in the United States and provide an affidavit of citizenship.
3. To notify the Department within ten calendar days of any circumstances that results in the presence of a new adult age 18 and over in the residence.
4. To provide child care at the facility address listed above.
5. To report any changes in my phone number or address to the county within ten days of the date it changes.
6. To conform to all applicable State and Federal Regulations and local law.
7. To sign the child care fiscal agreement and all other county or state required forms.
8. To develop an individualized care plan for disabled children.
9. I understand that I must attend training before I will receive a Point Of Service (POS) device. The POS device is how I will bill for care that I provide.
10. I understand that the POS will send billing to the Department on a weekly basis for payment. I will notify the Department immediately if the POS system is not working correctly so it may be repaired.
11. I will maintain an analog land line for phone service to ensure that the POS terminal can submit attendance information to the county for payment on a weekly basis. I may manually bill the Department for services authorized, based on county payroll policies, that are not reimbursable automatically based on the POS transactions. I forfeit payment for services if the original manual billing form is submitted more than sixty (60) calendar days following the weekly service period.
12. When the adult caretaker swipes their card into the POS and the terminal indicates the status of "pending" or "not authorized", there is no guarantee of payment to the exempt provider from the Department. If the child care case is not authorized, then responsibility for payment lies with the parent and the Department shall not be held liable.
13. For payment the adult caretaker shall swipe their card at the provider's location to sign in and out each day. Missed swipes may be updated within ten days of the date of service.
14. I will never keep in my possession (whether at the facility or in any other place) a client's Child Care Benefits Card used to swipe for attendance. Possession of any swipe card(s) will terminate this fiscal agreement and preclude the exempt provider from providing child care assistance services in the future with any county.
15. If I stop caring for children under the Colorado Child Care Assistance Program a self-addressed, postage paid return label will be mailed to the provider to assist in returning the POS device. If the POS device is not returned in good shape (allowing for normal wear and tear) to Affiliated Computer Systems (ACS) a recovery will be established for the cost of replacement for the POS device of $365.
16. I will report non-payment of parent fees no later than the end of the month they have not been received. (I understand that the Department cannot enforce non-payment of parent fees if this information is not reported.)
17. I will notify the Department of unexplained, frequent and/or consistent absences within ten (10) calendar days of establishing a pattern.

18. I will not charge parents rates in excess of those agreed upon in the fiscal agreement and on the most recent child care certificate (this includes the agreed upon registration, mandatory activity and transportation fees if the county pays these fees).
19. I will allow the adult caretaker immediate access to the child in care.
20. I will accept referrals for child care without discrimination with regard to race, color, national origin, age, sex, religion, or physical or mental handicap.
21. I will provide children with adequate food, shelter and rest.
22. I will provide care for children under this agreement only if authorized by the Department in advance. This agreement may be cancelled without notice by the department if there are child health or safety concerns involving the provider or a resident in the provider's home.
23. I will maintain as strictly confidential all information concerning children and their families.
24. I will protect children from abuse/neglect and report any suspected child abuse and neglect to the Department.
25. I will hold the Colorado Department of Human Services, the State of Colorado and the County Department of Social Services harmless for any loss or actions caused by the performance of this Agreement.
26. I agree that allowable rates and other associated charges shall be in accordance with State Rules for Colorado Child Care Assistance Program and in accordance with Larimer County policies.
27. I understand that if I commit fraud or intentional program violations I will be subject to disqualification from the Colorado Child Care Assistance Program (CCCAP) as a provider for 12 months for the first offense; 24 months for the second offense and permanently for the third offense.
28. I shall charge the Department the county rates of reimbursement as set forth in the attached document.
29. To manually bill for claims, as needed, the provider will need to maintain sign in/out sheets with the time the children arrive and leave each day they attend.This record must be signed by the person authorized to drop off or pick up the child(ren). **You must submit sign in/out sheet for each child in your care for all MANUAL bill claims or the payment cannot be processed.** These records must be available for county review upon request and maintained for the current year plus three years.
30. To provide child care at the address listed above and ensure that care is provided only by the person listed above.
31. I understand that payment made for inaccurate or fraudulent billings will be recovered. Fraudulent billing will be prosecuted. If at the time any overpayment is established while your fiscal agreement is active, the amount of the overpayment will be deducted beginning with the next child care payment and every payment thereafter until the overpayment is paid in full. If your fiscal agreement is inactive, Larimer County shall collect the overpayment in accordance with the standard collection procedures.

Exempt provider Rights:

1. When an exempt provider contends that the Department has not made adequate payment based on program rules for care provided, the exempt provider has the right to an informal conference with Department staff pursuant to 9 CCR 2503-1 at Section 3.910, (D).

    - Exempt providers may request a conference in writing within 15 days of the date of the action.
    - Exempt provider requests should be addressed to the Department director of the county department of social/human services responsible for the action.
    - Exempt providers may request that state program staff participate in the conference. That participation may be by telephone conference.
    - The purpose of the conference will be limited to discussion of the payments in dispute and the relevant rules regarding payment.

2. An exempt provider may request an informal conference if s/he disputes the termination of a fiscal agreement.

    - Exempt providers may request a conference in writing within 15 days of the dates of the date of the action.
    - Exempt provider requests should be addressed to the Department director of the county department of social/human services responsible for the action.

- The purpose of the conference will be limited to discussion to termination of agreement pursuant to 9 CCR 2503-1 at Social Services Staff Manual.

Department Agrees to:

1. Exercise its option to reimburse the exempt child care provider for care from the date the completed fingerprint packet and fees for the provider's households are received by the Division of Child Care. The exempt provider may continue to receive moneys after that as long as the exempt provider and all qualified adults living in the residence show no evidence of criminal offenses or a pattern of misdemeanor offenses.
2. Exercise its option to pay after the results are returned from the Colorado Bureau of Investigation and/or Federal Bureau of Investigation.
3. Reimburse the exempt provider for authorized child care in accordance with Colorado Child Care Assistance Program rules. Payment to the exempt provider is the total cost of authorized care based on rates set by this Agreement minus the parental fee.
4. Determine client's eligibility for child care services within 30 days of the application date.
5. Send notices to the exempt provider of changes in parental fees, authorized amount of care, added or deleted children, and other changes to child care arrangements.
6. Send Child Care Certificates to the exempt provider within 7 working days of the Department's initial approval or prior to making any changes in eligibility of each child.
7. Provide an informal conference within 2 weeks of the exempt provider's written request to discuss the basis for any denial or termination of this agreement or to discuss any payment dispute.
8. Provide a written notice of the results of the informal conference within 15 days of the conference date.

Either party may terminate this Agreement by giving the other party 15 days notice by registered mail. This Agreement may be terminated without advance notice if a child's health or safety is endangered. The exempt provider may request an informal conference to discuss the basis of any termination or denial of this agreement by submitting that request in writing with 15 days of the action.
By signing this agreement, the exempt provider acknowledges receipt of information regarding the rules and policies of the Colorado Child Care Assistance Program. Violation of the terms of this agreement may be determined a violation of the Colorado Child Care Assistance Program.
Colorado Child Care Assistance Program.

CHILD CARE EXEMPT PROVIDER		**DEPARTMENT OF HUMAN SERVICES**	
		Marsha Ellis	
Print Name		Print Name	
Signature		Signature	
		1501 Blue Spruce Drive	
Mailing Address		Address	
		Fort Collins, Colorado 80524	498-6300
City, State Zip	Phone Number	City, State Zip	Phone Number

EXEMPT PROVIDERS

CHILD CARE CONTRACT ADDENDUM (Rate Information)

Effective June 7, 2010

RATE TYPE	DEFINITION	CHILD'S AGE GROUP	FULL TIME** MAXIMUM 5 Hours or More	PART TIME* MAXIMUM Less than 5 Hours	DISABILITY *** FULL TIME MAXIMUM	DISABILITY** * PART TIME MAXIMUM
Basic	Care during standard business hours 6 a.m. to 6 p.m.	Birth up to 18 months	$14.00 / day	$9.00 / day	$28.00 / day	$18.00 / day
Basic	Care during standard business hours 6 a.m. to 6 p.m.	18 months to 3 years	$12.50 / day	$8.00 / day	$25.00 / day	$16.00 / day
Basic	Care during standard business hours 6 a.m. to 6 p.m.	3 years up to 13th birthday	$10.50 / day	$6.50 / day	$21.00 / day	$13.00 / day
Alternative	Evening Care: When 25% or more of the total time that the children are in care is between the hours of 6 p.m. to 6 a.m. Weekend Care: Care given to children between the hours of 6 p.m. Friday and 6 a.m. Monday.	Birth up to 18 months	$16.00 / day	$9.50 / day	$32.00 / day	$19.00 / day
Alternative	Evening Care: When 25% or more of the total time that the children are in care is between the hours of 6 p.m. to 6 a.m. Weekend Care: Care given to children between the hours of 6 p.m. Friday and 6 a.m. Monday.	18 months to 3 years	$16.00 / day	$9.50 / day	$32.00 / day	$19.00 / day
Alternative	Evening Care: When 25% or more of the total time that the children are in care is between the hours of 6 p.m. to 6 a.m. Weekend Care: Care given to children between the hours of 6 p.m. Friday and 6 a.m. Monday.	3 years up to 13th birthday	$16.00 / day	$9.50 / day	$32.00 / day	$19.00 / day

*** Disability rates will be reviewed by Larimer County CCAP. Rates will vary based upon the type and severity of the child's needs, according to the special needs policy in Larimer County. Please have the parent contact their child care worker or coach for more information.

By signing this document, the provider acknowledges receipt of the Colorado Child Care Assistance Program fee schedule for Larimer County.

_____ _____ _____

Provider Signature **Date** **Provider ID#**

LCHS 4233 (03/10) **White:** Acct file **Yellow:** Provider

LARIMER COUNTY
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DEPARTMENT OF HUMAN SERVICES

Child Care Assistance Program
(970) 498-6300 Fax (970) 498-7987

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Dear Child Care Provider,

You have a choice of how you will receive your child care payment. Below are the choices you have and a little information about each choice.

Direct Deposit

- Your payment will go directly into your checking or savings account. The first month may need to be on a Colorado Quest Card. The following month, your payment will go to your bank account. With Direct Deposit your payment should be available to you the Wednesday or Thursday after our payroll closes.

Colorado EBT – Quest Card

- The Quest Card is issued to you and your childcare payments are put on the card. The card is somewhat like a debit card. You can access your money at grocery stores, other retailers and ATM's (remember ATM's do charge a fee, which would reduce your amount). You will have access to your money on the Monday after our payroll closes. This is the fastest way to get your payment. You will need to come into our Fort Collins office to get your card and to select your Personal Identification Number (PIN). If you already have an EBT Quest Card, your childcare payments can be added to your existing card.

PLEASE SELECT <u>ONLY ONE</u> OF THE FOLLOWING CHOICES:

- ❑ I currently receive direct deposit and would like to continue.
- ❑ Direct Deposit into Checking or Savings account (please fill out the form "ACH FORM FOR COLORADO PROVIDERS, For Direct Deposit Payments" & return it with your packet.
- ❑ Check here if you already have an EBT Card and would like your childcare payments added on to your card.
- ❑ New Colorado EBT Quest Card (Contact Gail Graham at 498-7623)

Pick up your Colorado EBT Quest Card at:
Larimer County Department of Human Services
1501 Blue Spruce Drive
Fort Collins, CO 80524 *** <u>Bring a picture I.D.</u>**

_____ _____
Provider Signature Date

_____
Social Security Number or Provider ID#

ACH FORM FOR COLORADO PROVIDERS
FOR DIRECT DEPOSIT PAYMENTS TO PROVIDERS

I (we) hereby authorize J. P. Morgan Electronic Financial Services, Inc. (JPMorgan EFS), as designated agent for the Colorado Department of Human Services (CDHS), to initiate credit entries, and if necessary, reverse any incorrect EFT credit entries made in error to the bank account indicated below, in accordance with standard banking procedures, for payments related to the Colorado Electronic Benefits Transfer (EBT) program.

County Use Only: - PROVIDER NUMBER REQUIRED

Child Care (CC)	Foster/Adoptive (CW)	Colo. Works, TANF, COIN (9digit)
LEAP (LE)	Nursing Home (NH)	CORE, CASE (CW3)
Name of County Staff completing this section:		Phone of County Staff (including area code) (___ ___ ___) ___ ___ ___ - ___ ___ ___ ___

YOUR NAME_____

ADDRESS_____

CITY, STATE, ZIP_____

TELEPHONE NUMBER (including area code) (_____)_____-_____

FEDERAL E.I.N. NUMBER ___ ___ - ___ ___ ___ ___ ___ ___ ___
OR
SOCIAL SECURITY NUMBER ___ ___ ___ - ___ ___ - ___ ___ ___ ___

CHECK HERE IF THIS IS A REQUEST TO CHANGE BANKING INFO PREVIOUSLY SUBMITTED: ☐
If a change of banking information, what is the effective date of this change: _____

TYPE OF ACCOUNT: (please check only one)

Checking (attach voided check) ☐ **Savings** (attach voided deposit slip) ☐

ACCOUNT NUMBER _____

NAME OF YOUR BANK_____

TRANSIT/ROUTING NUMBER ___ ___ ___ ___ ___ ___ ___ ___ ___
(Check with your bank to ensure that this number is correct for direct deposit)

TELEPHONE NUMBER FOR YOUR BANK (___ ___ ___)- ___ ___ ___- ___ ___ ___ ___

This agreement is to remain in full force and effect until (JPMorgan EFS), as designated agent for CDHS, has received written notification from the vendor/provider of its termination in such time and manner to afford JPMorgan EFS a reasonable opportunity to act on it. It is the responsibility of the vendor/provider to fill out and submit a new Authorization Agreement to CDHS if the vendor/provider changes banks or accounts.

_____ _____
Provider Signature Date

Please return this form to: Child Care Accounting
Larimer County DHS
2601 Midpoint Drive, Suite 112
Fort Collins, Colorado 80525

Rev: 04/30/2004

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 7[2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at *www.irs.gov* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Colorado Department of Human Services: Division of Child Care
EXEMPT FAMILY CHILD CARE HOME PROVIDER INFORMATION

Please Print Legibly
All sections of this form must be completed in order to avoid delays in processing

Provider Name: _____
(Legal Last Name) (Legal First) (Middle)

Mailing Address: _____
(Street Address/ PO Box) (City) (State) (Zip)

Date of Birth: ____/___/____ Soc. Sec. # _____ Previous Name(s): _____

Home phone: _____ Work/Cell: _____

Have you had legal residence in any state other than Colorado over the past two years? ❑Yes ❑No If yes, list other states and dates of residence. _____

Race: ❑Asian ❑Black/African American ❑American Indian/Alaskan Native ❑Hispanic ❑Native Hawaiian/Other Pacific Islander ❑Caucasian

Signature: _____ Date: ____/____/____

Please list all persons in your home. Include all relatives, non-relatives and temporary residents. Use an additional form if needed. You will need to complete a new EXEMPT CHILD CARE PROVIDER INFORMATION FORM any time a new person moves into your home or if you have a child who turns 18 during your contract period. You and each adult 18 years of age or older, who resides in your home shall be subject to a fingerprint-based criminal history records check along with a review of the state administered database for child abuse and neglect. Counties may choose to also review this database for household members under the age of 18.

1. _____ Previous Name(s): _____
(Legal Last Name) (Legal First) (Middle)

Date of Birth: _____ Age: _____ Relationship to provider: _____ Soc. Sec. # _____

Race: ❑Asian ❑Black/African American ❑American Indian/Alaskan Native ❑Hispanic ❑Native Hawaiian/Other Pacific Islander ❑Caucasian

Have you had legal residence in any state other than Colorado over the past two years? ❑Yes ❑No If yes, list other states and dates of residence. _____

Signature: _____ Date: ____/____/____

2. _____ Previous Name(s): _____
(Legal Last Name) (Legal First) (Middle)

Date of Birth: _____ Age: _____ Relationship to provider: _____ Soc. Sec. # _____

Race: ❑Asian ❑Black/African American ❑American Indian/Alaskan Native ❑Hispanic ❑Native Hawaiian/Other Pacific Islander ❑Caucasian

Have you had legal residence in any state other than Colorado over the past two years? ❑Yes ❑No If yes, list other states and dates of residence. _____

Signature: _____ Date: ____/____/____

3. _____ Previous Name(s): _____
(Legal Last Name) (Legal First) (Middle)

Date of Birth: _____ Age: _____ Relationship to provider: _____ Soc. Sec. # _____

Race: ❑Asian ❑Black/African American ❑American Indian/Alaskan Native ❑Hispanic ❑Native Hawaiian/Other Pacific Islander ❑Caucasian

Have you had legal residence in any state other than Colorado over the past two years? ❑Yes ❑No If yes, list other states and dates of residence. _____

Signature: _____ Date: ____/____/____

4. _____ Previous Name(s): _____
(Legal Last Name) (Legal First) (Middle)

Date of Birth: _____ Age: _____ Relationship to provider: _____ Soc. Sec. # _____

Race: ❑Asian ❑Black/African American ❑American Indian/Alaskan Native ❑Hispanic ❑Native Hawaiian/Other Pacific Islander ❑Caucasian

Have you had legal residence in any state other than Colorado over the past two years? ❑Yes ❑No If yes, list other states and dates of residence. _____

Signature: _____ Date: ____/____/____

AUTHORIZATION TO SUPPLY INFORMATION

I hereby authorize the person, agency, or institution entered below, to supply information requested by the **Colorado Department of Human Services** as a condition of contracting to provide "Exempt Child Care" with my local county department of social/human services, and to allow the inspection and reproduction of records pertaining to me or any household member. I understand, based on the information received, my local county department of social/human services may be unable to enter into a fiscal agreement with me.

1. Colorado Department of Human Services Child Welfare Automated System
2. Colorado Bureau of Investigation
3. Federal Bureau of Investigation

This authorization is given only in connection with its use by designated Colorado Department of Human Services employees and/or designated employees of other agencies who will be accessing information to determine my eligibility to provide "Exempt Child Care". I understand this authorization shall continue in force unless rescinded earlier by me in writing.

Provider's Signature _____ Date _____

STATEMENT OF CRIMINAL HISTORY

(1) Has any member of your household been arrested or convicted of a crime? Yes❑ No❑

If yes, give name and please explain: _____

(2) Has any member of your household been investigated, charged with or convicted of child abuse, neglect or child molestation? Yes❑ No❑

If yes, give name and please explain: _____

I certify that the information that I provided is accurate and complete. I am aware that a fingerprint-based background check will be performed. **Any arrests/convictions for any degree of crime, violent or non-violent, may result in the county not entering into, or ending a fiscal agreement for an exempt family child care home provider.**

Any applicant who knowingly or willfully makes a false statement of any material fact or thing in the application is guilty of perjury in the second degree as defined in section 18-8-503, C.R.S., and, upon conviction thereof, shall be punished accordingly.

Provider's Signature _____ Date _____

AFFIDAVIT

for the Colorado Department of Human Services
as Proof of Lawful Presence in the United States

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a legal Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

A public benefit is any grant, contract, loan, professional license, or commercial license provided by an agency of a State or Local Government or by Appropriated Funds of a State or Local Government as provided in 8 U.S.C. 1621.

_____ _____

Signature **Date**

AFFIDAVIT

for the Colorado Department of Human Services
as Proof of Lawful Presence in the United States

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a legal Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

A public benefit is any grant, contract, loan, professional license, or commercial license provided by an agency of a State or Local Government or by Appropriated Funds of a State or Local Government as provided in 8 U.S.C. 1621.

_____ _____

Signature **Date**

SS-31 (Rev. 3/2010)

Technician / Coach: _____

COLORADO DEPARTMENT OF HUMAN SERVICES
CHILD CARE STANDARDS FOR EXEMPT PROVIDERS

SELF-ASSURANCE FORM

Provider Name:_____ Provider #: _____

Care will be provided by: ☐ Relative **Where will care be done? In:** ☐ Provider's Home **(OTR)** or ☐ Child's Home **(INR)**

Care will be provided by: ☐ Non-Relative **Where will care be done? In:** ☐ Provider's Home **(OTN)** or ☐ Child's Home **(INN)**

Please answer each of the following questions by placing an X in the appropriate box.

A. PROVIDER

Yes	No		
		1.	Do you have an interest in and knowledge of children and a concern for their proper care and well being?
		2.	Have you or any resident of your home ever been convicted of, admitted to or had substantial evidence of an act of child battering, child abuse, child molesting, and child neglect?
		3.	Have you or any resident of your home ever been convicted of a felony?
		4.	Have any of your own children ever been placed in foster care or a residential treatment facility?
		5.	Are you at least 18 years of age? Date of Birth:
		6.	Do you have adequate physical stamina and mental capacity to meet the needs of the children?
		7.	Are you free of other responsibilities and demands that would interfere with the provision of care, individual attention, and nurturing for the children in care?
		8.	Are you experienced in the care of children, knowledgeable of their needs and development, and able to deal effectively with problems, emergencies, and discipline?
		9.	Are you able to work cooperatively with the parents and agency in providing appropriate discipline, care, and direction for the children that will not be in conflict with parental practices?
		10.	Are you willing to participate in training programs?

B. HOUSE AND YARD

Yes	No		
		1.	Is your house and yard maintained free from hazards to health and safety?

C. EQUIPMENT

Yes	No		
		1.	Do you have materials and equipment appropriate for the age of children in care and in good repair that will be available for both active and quiet play?

D. FEEDING AND HEALTH CARE OF THE CHILDREN

Yes	No		
		1.	Will you serve the children nutritious meals suited to the age and special needs of the children in care and to the period of time children are in care?
		2.	Will you provide daily activities that promote normal physical, mental, social and emotional development of children and sufficient rest periods?

E. CHILDREN IN CARE

Yes	No		
		1.	Will you provide child care that complies with the following standards for child care facilities exempt from Colorado licensing laws?

a. **Child's Own Home:** When children are in care in their own home, there is no limit to the number of children in care as long as they are all residents of that home.

b. **Exempt Day Care Home:** There is no limit to the number of children in care for exempt day care homes that meet the following criteria:

- relative provider – cares for children related to the provider as the grandparent, brother, sister, step brother, step sister, uncle, aunt, niece, nephew or cousin of the child by marriage, blood, court decree or adoption.
- non-relative provider – cares for children from one family household. In addition, the provider may care for any children for whom they are the legal guardian or parent.

SIGNATURES REQUIRED ON BACK/PAGE 2

F. SELF-ATTESTATION

I attest that no one in my household has been determined to be insane or mentally incompetent by a court of competent jurisdiction and that no court has entered an order, specifically finding that anyone's mental incompetence or insanity is of such a degree that I cannot safely operate an Exempt Family Child Care Home.

G. REMARKS

If you cannot agree to all of these assurances, those not agreed to must be verified by the County Department from county records and may result in non-approval.

Provider signature _____ Date _____

NON-LICENSED PROVIDERS STATUS

By signing below I state that I have reviewed the assurances above and understand the following statements. This provider is not required by Colorado law to obtain a child care license or meet monitoring requirements for licensed providers. The parent assumes the responsibility to monitor the care provided to the child. **Non-licensed providers may apply for a license if they choose to do so.** The local county department will make information available to parents on how to assess and choose child care settings.

Client Signature _____ Date _____

REVIEW OF FORM:

County Representative _____ Date _____

Provider Information Bulletin

To: CCAP Providers

From: CHATS Implementation Team

Date: July 1, 2010

Re: Provider Training and Registration

Child Care Assistance Program

CCAP

Mandatory Provider Training and Class Registration Information

The new Childcare Assistance Tracking System or CHATS has been implemented in five pilot counties in the State which include; El Paso, Lincoln, Larimer, Summit and Weld counties. This is the system that is used to track attendance that generates payment to child care providers that accommodate the State's Child Care Assistance Program, CCAP.

It was also introduced that the State is ***requiring*** all providers to attend a Provider Training Workshop.

Licensed Child Care Centers,
Licensed Family Child Care Homes, and
Exempt Family Child Care Homes

You should already be working with your County on a new Fiscal Agreement and Point-of-Service (POS) Agreement in order to remain a CCAP Provider.

*****THIS IS A REQUIREMENT IN ORDER TO BE CONTRACTED WITH LARIMER COUNTY*****

To register for the classes below, please contact the registration person listed below. Providers may attend any of the trainings offered.

If you have any questions about training, Fiscal or POS Agreements or general questions about the new system, please email CHATS.ReplacementProject@state.co.us

Thank you,

Larimer County CCAP

Date & Time	Location	Call for Registration
First Wednesday of each month. 1:00 p.m.	Room 124 2573 Midpoint Drive, Suite 108 Fort Collins, CO 80525	Gail (970) 498-7623 *or* Wendy (970) 498-6366

COLORADO CHILD CARE AUTOMATED TRACKING SYSTEM
POINT-OF-SERVICE (POS) DEVICE PROVIDER AGREEMENT

Provider ID No.: _____ **Effective Date**: _____

This **Agreement** is made by and between the Colorado Department of Human Services or our agent _____ (County Name), (hereinafter "CDHS") and

_____ (Provider Name), a (n)

❑individual(s), ❑partnership, ❑corporation, ❑other (hereinafter "**Provider**"); organized and existing under the Laws of the State of Colorado, and having a business or home located at the address of:

_____

ACS State and Local Solutions (hereinafter "ACS") is under contract with the Colorado Department of Human Services through their contract with Deloitte Consulting, LLC to provide an automated child care system that provides timekeeping and recording of attendance for authorized child care attendees. As part of that contract, ACS is the custodian responsible to furnish and maintain equipment (hereinafter "**Equipment**") for use by child care providers and caretakers who qualify for child care benefits.

Article 1: STATE AND VENDOR RESPONSIBILITIES

1.1 ACS will furnish a Provider with Point-of-Service (POS) Equipment and related services: installation instructions, user manual, repair or replacement of Equipment, and help desk support for Equipment troubleshooting.

1.2 Equipment. Equipment shall be a VeriFone model OMNI Vx510 or equivalent if this model becomes obsolete during the term of this agreement.

1.3 Equipment Ownership. Equipment shall at all times remain the property of the Colorado Department of Human Services.

1.4 Equipment Usage. Unless otherwise provided for in this Agreement, Equipment shall be used by Provider solely in connection with the Colorado Child Care Assistance Program (hereinafter "**CCCAP**").

1.5 Equipment Allocation. One (1) unit of Equipment shall be furnished for every authorized child care provider under the CCCAP Program. Additional Equipment may be installed if authorized by CDHS in accordance with the issuance guidelines based on a written request from the provider including the completed additional POS device questionnaire.

1.6 Installation. Providers must perform the Equipment installation in accordance with the POS Set-up Instructions and POS Operations Manual that are included with the Equipment.

1.7 Training. Providers will be required to attend a training session held by the County or Resource and Referral Agency prior to receiving a POS Device. Providers will receive additional training by reading the *Quick Reference Guide* and *POS Operations Manual*. These materials will be included with the Equipment.

1.8 Help Desk. ACS shall provide help desk assistance for Provider use 24 hours per day/ 7 days per week with automated troubleshooting tips. The Help Desk can be reached at 1.877.779.1932 starting on June 7, 2010. The Help Desk will provide Customer Service Agent assistance from 7 am to 7 pm Mountain time. Help Desk services are available in both English and Spanish. Assistance is limited to Equipment problems only.

1.9 Equipment Repair. ACS shall be solely responsible for repair of Equipment. For Equipment repair, Provider shall promptly notify ACS using the Help Desk. The Help Desk can be reached at 1.877.779.1932 starting on June 7, 2010. . Repair calls are processed through the

Help Desk. At ACS discretion, Equipment may be repaired or replaced. If Equipment must be replaced, a replacement device will be shipped within two days to the Provider's place of business along with a self-addressed, postage paid return label so the defective device can be returned to ACS.

Article 2: PROVIDER RESPONSIBILITIES

2.1 Equipment Use and Care. The Provider agrees that it shall follow the instructions of any manuals accompanying the Equipment, as amended from time to time, in the care, use and installation requirements of the Equipment as specified by the manufacturer.

2.2 Equipment Security. Provider agrees that it shall provide reasonable security measures to protect the Equipment from damage, theft or unauthorized use.

2.3 Equipment Environment. Provider agrees that it shall provide a three-pronged electric outlet to operate the Equipment, a place for Equipment installation that is easily accessible to clients and safe from damage, an analog land line for phone service for use by the Equipment (shared or dedicated at Provider discretion). Provider agrees to be solely responsible for and bear all one-time and recurring expenses and fees related to the operation of the Equipment, e.g. electrical, telephone, etc.

2.4 Equipment Control and Location. Provider agrees that it will at all times keep the Equipment in its sole possession and control. The Equipment shall not be moved from the Provider address (es) stated in Exhibit A without prior written notification to CDHS and ACS. Provider agrees that at all times it shall provide accurate and current data for Exhibit A.

2.5 Equipment Repair. Provider agrees that it shall not make or attempt to make any repairs to the Equipment.

2.7 Equipment Supplies. Provider agrees that it shall be responsible for procuring the Equipment's thermal printer paper. Thermal paper can be purchased at office supply stores.

2.8 Equipment Return. Provider agrees that it shall return the Equipment to ACS if the Equipment is defective, non-operable or if the Provider is no longer caring for CCAP children.

Article 3: TERM AND TERMINATION

3.1 Term. The term of the Agreement shall commence on the Effective Date and extend for as long as the provider cares for CCCAP children (hereinafter "**Initial Term**")

3.2 Termination. Either party may terminate this Agreement without cause upon giving fifteen (15) days prior written notice to the other party, citing Section 3.4.

This Agreement shall terminate immediately upon the rendering of a negative licensing decision or confirmation of a health and safety issue.

3.4 Effect of Termination – Equipment. Upon termination, the provider will receive a pre-paid, pre-addressed mailing label and will ship all Equipment components including power pack to the ACS Depot within five (5) business days. If all Equipment is not returned, CDHS will establish a recovery for the cost of replacement of the Equipment.

Article 4: LOSS OF EQUIPMENT

4.1 Provider agrees to bear the expenses to replace Equipment that is lost, suffers a casualty loss or is stolen while the Equipment is in the Provider's care

Article 5: LIMITATION OF LIABILITY

5.1 Neither CDHS nor ACS shall in any event be liable for any damages, including but not limited to, special, consequential or exemplary damages of any kind whether arising in contract, tort, warranty, indemnification or contribution, or under any other theory of law with regard to matters arising from this Agreement.

Article 6: INDEMNIFICATION

6.1 Except for CDHS or ACS gross negligence, if any claim is asserted or action brought against CDHS or ACS arising from this Agreement, Provider shall hold harmless and defend CDHS and/or ACS from any such claim or action at Provider expense, and shall indemnify CDHS and/or ACS for any cost and damages, including attorney's fees actually incurred by CDHS and/or ACS in connection therewith.

Article 7: WARRANTIES

7.1 ACS WARRANTS THAT SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS BY QUALIFIED PERSONNEL IN A QUALITY MANNER AND WILL CONFORM TO THE SPECIFICATIONS AS DESCRIBED HEREIN.

7.2 THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES GIVEN BY ACS WITH RESPECT TO THE SERVICES AND EQUIPMENT PROVIDED PURSUANT TO THIS AGREEMENT. ACS MAKES NO OTHER WARRANTIES EXPRESSED OR IMPLIED, OR ARISING BY CUSTOM OR TRADE USAGE AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Article 8: GOVERNING LAW

8.1 This Agreement will be governed by and construed in accordance with the Laws of the State of Colorado and any action commenced hereunder shall be brought in State of Colorado. Further, Provider consents to the jurisdiction of the courts located in State of Colorado.

Article 9: ASSIGNMENT

9.1 Neither this Agreement, nor any right or obligation hereunder, shall be assigned to third parties by the Provider without the prior written consent of CDHS and ACS.

Article 10: AMENDMENTS OR EXHIBITS

10.1 The amendments or exhibits listed below are incorporated herein by reference:

Exhibit A: Provider Location Information

.

Article 11: INDEPENDENT CONTRACTOR

11.1 The parties shall, at all times, be independent contractors, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or employer and employee between the parties.

Article 12: ENTIRE AGREEMENT AND MODIFICATIONS

12.1 This Agreement supersedes any and all prior representations, conditions, warranties, understandings, proposals, or previous agreements between the parties hereto, either oral or written relating to the matters of this Agreement hereunder and constitutes the sole, full and complete agreement between the parties.

12.2 Further, this Agreement shall not be modified, changed, amended, or waived except by means of a written instrument signed by an authorized representative of each party.

IN WITNESS WHEREOF, the parties hereto have, through duly authorized officials, executed this Agreement.

	COLORADO DEPARTMENT OF HUMAN SERVICES OR OUR AGENT	**CHILD CARE PROVIDER**
By:	_____	_____
	(Signature)	(Signature)
	_____	_____
	(Name, type or print)	(Name, type or print)
	_____	_____
	(Title)	(Title)
	_____	_____
	(Date)	(Date)

Please return this complete Provider Agreement to the County. ACS cannot ship Equipment until the signed Agreement is returned.

EXHIBIT A
PROVIDER LOCATION INFORMATION

Provider ID Number: _____ **Tax ID Number (TIN):** _____

The following are the Provider locations authorized by the State of Colorado's Child Care Automated Attendance Program. Copy this page if more locations need to be listed.

Facility Number	1	2	3	4
Facility Name				
Street Address				
City				
State and Zip				
Primary phone #				
Secondary phone #				
Fax number				
E-mail address				
Emergency phone #				
Primary Point of Contact				
Secondary Point of Contact				

_____ **Check here if additional sheets are attached listing more locations. This is sheet _____ (#) of _____ (total)**

Please return this complete Provider Agreement to the County. ACS cannot ship Equipment until the signed Agreement is returned.